



ATTORNEY GENERAL OF MISSOURI
JEFFERSON CITY
65102

ANDREW BAILEY
ATTORNEY GENERAL

P.O. Box 899
(573) 751-3321

April 12, 2023

Brennen M Hurt
1830 Charleston Estates Dr
Florissant, MO 63031

RE: Complaint No. CC-2023-04-002380 Exeter Finance

Dear Brennen Hurt:

Thank you. My office has received your complaint.

Advocates from my Consumer Protection Division will diligently attempt to resolve your complaint. In order for my office to assist, it is important that we receive all the information you have, so we may be contacting you to ask for further information and/or documentation. We will keep you updated as to the status of your complaint and feel free to contact my office at any time.

Again, we thank you for contacting the Attorney General's office and hope we can assist you further.

Respectfully,


Andrew Bailey

Missouri Attorney General



Consumer Complaint No. CC-2023-04-002380 Details

Consumer Information

Name: Brennen Hurt M
Address: 1830 Charleston Estates Dr
 Florissant, MO 63031
Primary Phone: (314) 396-0942 (Cell)
Secondary Phone:
Email: brennenhurt@gmail.com

Business Information

Business Name: Exeter Finance
Address: PO Box 166008,
 Irving, TX 75016
Phone: (800) 321-9637
Fax:
Email:
Website: <https://www.exeterfinance.com/>
Contact Person: Jason Kulas, CFO

Complaint Information

Complaint Number: CC-2023-04-002380
Consumer Info: Over Age 60 No; Disabled: No; Veteran: No
Category: Automotive - Leasing
Transaction Date: 3/8/2021
Financial Loss: Yes; Sales Method: In Person; Payment Method: Loan; Amt Paid: 11000.00
Contract Signed: Yes; Contract Location: st louis; Contract Date: 3/8/2021; Copy of Contract: Yes

Brief description of complaint:

ON march 8th 2021 i entered a consumer credit transaction, with Exeter. Exeter took a vehicle after i failed to pay them federal reserve notes. I wrote exeter and their CFO /s/Jason Kulas a Bill indorsed for my principal. I also gave Jason Kulas a tender of payment with Clear instructions. Jason Kulas and Exeter Finance has since 3/18/2023 denied me my right's. I gave Jason Kulas a Power of attorney showing him i have permission and power over the Principal. I sent his company a negotiable instrument that is in fact legal and Exeter accepted it but claims they didn't. They haven't sent it back. When I submitted my negotiable instruments for set off, Exeter denied me and did not Perform. Jason Kuklas chose not to perform as well. This is a Breach of contract. A violation of my rights. This is making a problem on the account #3758571. Which I'm the beneficial owner of the account, so now the problem is on ME (Brennen hurt). I have done my part, Exeter or Jason Kulas is not doing his duty. I tried to pay the account using the principals balance and Jason and Exeter is telling me NO.

What program or business is Exeter going by to tell me no and that I'm submitting illegal documents when I'm going off the constitution and using my rights. I accepted the Bills, I have accepted all right, titles and interest that's owed to the principal. Apply the balance but Exeter is telling me NO. I have giving Exeter permission to do everything they need to set off the balance. Exeter has already taken the vehicle I understand why. But now Exeter has no reason to continue to tell me no. This is now causing me injury and hurting my consumer report. Its stopping me from the enjoyment of life, and the pursuit of happiness, and the acquiring and possessing of property. I'm only trying to live by the constitution and uphold it with GOODWILL.

I read the Federal reserve act that states that this is Teir 3 Full blown Breach of contract. Breach of fiduciary duties. I am entitled to asset the problem and i can charge \$1,000,000 dollars a day from 03/18/2023 untill now 04/12/2023. I am going off the federal reserve and Exeter claims i'm sending false documents. I'm asking help from MO attorney General to explain to me why Exeter Finance can choose to not apply the principals balance to the principals account. They have my permission to do all they need to do to zero out the account. not to mention non acceptance of a bill of exchange, then the debt is discharged dollar for dollar. Thats in the bill of exchange act as well. I will upload all documents of me reaching out giving Exeter a chance to make this right. Exeter has 5 days to zero out the account and correct my consumer credit transaction. Exeter needs to stop claims that i am harrassing them or sending false documents.

Consumer has indicated that the following statements apply to this complaint:

- Consumer has taken these action(s): - Sent letter to business - Filed a complaint with another agency
- Consumer has contacted agencies: - Consumer Financial Protection Bureau
- Consumer would like complaint resolved via: - Perform service

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P.O.Box 899
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May 23, 2023

Brennen M Hurt
1830 Charleston Estates Dr.
Florissant, MO 63031

RE: Complaint No. CC-2023-04-002380 Exeter Finance

Dear Brennen Hurt:

Thank you for contacting the Missouri Attorney General's Office. As you know, our office has been mediating your complaint with the above-mentioned company. A copy of the most recent response is enclosed for your review. The company denies any wrong-doing and therefore, will not be providing the relief you are seeking.

We regret that we were unable to assist you further in this matter. Please keep in mind this does not mean your complaint is without merit. You may want to consult with a private attorney or file a claim through small claims court. Again, we thank you for contacting our office.

Sincerely,

Sue Reed

Sue Reed
Office of the Attorney General
Consumer Advocate
Consumer Protection Division
P.O. Box 899 | Jefferson City, MO 65102
Email: Sue.Reed@ago.mo.gov
Phone: (573) 751-3630 | Fax: (573) 751-7948



April 27, 2023

State of Missouri
Office of the Attorney General
Attn: Sue Reed
P.O. Box 899
Jefferson City, Missouri 65102
Sue.Reed@ago.mo.gov

*President
Sue Reed*

Re: CC-2023-04-002380 - Brennen Hurt

Dear Sue Reed,

Please allow this letter to serve as the response from Exeter Finance LLC ("Exeter") with respect to a letter received from the State of Missouri Office of the Attorney General dated April 13, 2023, with the accompanying complaint from Brennen Hurt ("Hurt"). Exeter is thankful for the opportunity to address the concerns outlined in the complaint. Our success is based on customer satisfaction, so the issues presented in this complaint are taken seriously and every effort is made to provide a prompt and equitable response. We have thoroughly investigated the complaint and responds as follows.

As you may not be aware, Hurt has submitted nine previous complaints with the CFPB, your office, and/or to Exeter Finance LLC ("Exeter") directly within the last seven (7) months. The Account arises from a Retail Installment Sale Contract-Simple Finance Charge (With Arbitration Provision) ("Contract") Hurt executed with Bommarito Honda (the "Dealer") in March 2021 for financing the purchase of a 2016 Honda Odyssey, VIN # 5FNRL5H33GB081145 ("Vehicle"). Rather than honor the commitment under the Contract, for which Hurt has only made nine payments for the Vehicle, Hurt instead proceeded with a paper/electronic harassment campaign, submitting complaints alleging, without substantiation, that Exeter violated their rights and numerous State and/or federal laws and, ultimately, that Hurt owes no debt to Exeter. These complaints have trappings of Sovereign Citizen, Moorish Nation, or other internet-driven schemes fraudulently seeking to eliminate debt. Exeter has investigated the allegations and responded, in kind, to Hurt's previous complaints.

Hurt continues to cite statutes and regulations either wholly unrelated to Exeter and/or Hurt or otherwise inapplicable to the circumstances relating to indirect auto financing. These repetitive, nonsensical letters and documents Hurt continues to submit to Exeter – purporting to release Exeter's interests in the Vehicle and/or rescind the Contract for which it stands as collateral security – are ineffectual, invalid and will not be honored or given effect. As Hurt has been warned, falsely alleging that the Account is settled or paid in full when, in fact, it is not, constitutes fraud. Hurt remains liable to Exeter under the Contract, until the Account is fully satisfied.

Exeter has consistently rejected Hurt's allegations, and Hurt's continued submissions of complaints and fraudulent documents constitutes harassment. Exeter hereby reiterates its demand that Hurt immediately cease and desist with any and all future communications relating to the release of Hurt's contractual obligations to the CFPB, Attorney General, Exeter directly, or otherwise.

We trust that this answers any questions associated with the complaint. For any questions about these or any other concerns, we encourage Hurt to contact the Office of the President at 877-877-4943.

Sincerely,

Exeter Finance LLC
Office of the President